

APPENDIX 49

From: JRomero(/O=WYCKOFF HEIGHTS MEDICAL CENTER/OU=FIRST ADMINISTRATIVE
GROUP/CN=RECIPIENTS/CN=JROMERO)
Date Sent: 1/29/2007 3:44:07 PM
To: 'Shepherd, Dr. Thomas'
CC: 'perrina@rossmed.edu'; 'jstjames@rossmed.edu'
Subject: RE: Ross-Wyckoff

Let's draw up that agreement with the points mentioned including the major
point discussed on prepayment. I am certain we can come to terms on all items.

Julius

Julius A.C. Romero

Office of Medical Education

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-----Original Message-----

From: Shepherd, Dr. Thomas [mailto:TShepherd@RossU.edu]
Sent: Monday, January 29, 2007 7:09 AM
To: JRomero
Cc: Perri, Dr.Nancy; St. James, John
Subject: RE: Ross-Wyckoff

Julius,

Thanks for meeting Friday. In looking at your email below, these are the
points we discussed previously and are OK. We need is to draw up an addendum
to our current agreement reflecting your points below.

I am on my way to Chicago. Nancy will call you to solidify this agreement, as
I have not spoken with her this weekend. I will be back in the office tomorrow
afternoon (Tuesday).

Thanks again, and lets wrap this up. We appreciate your continued working
relationship with Ross and look forward to years of successful collaboration.

Tom

Thomas C. Shepherd DHA

President

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Assistant: Camille DeSanto 732.978.5300 x2671

From: JRomero [mailto:JRomero@BQHCNY.ORG]
Sent: Sunday, January 28, 2007 10:44 AM
To: Shepherd, Dr. Thomas
Cc: perrina@rosssu.edu; St. James, John
Subject: FW: Ross-Wyckoff
Importance: High

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Tom:

It was a pleasure meeting with you briefly this past Friday. I thought that the impromptu meeting drove several key issues and discussions including the items listed on an email to Ms. Smith below.

We are prepared to discuss and finalize a clinical training agreement with Ross University with the following considerations:

1. Lock in of weekly clerkship rate in the amount of \$312.50 for four years.
2. Lock in of up to 100 core clerkship slots (currently at 46)
3. Guarantee of up to 100 elective slots
4. Right of first refusal on any new or additional core clerkships.

Julius

Virginia,

A teleconference with Tom and John is ok next week. I have noted the following items during our telephone conversation on December 28, 2007 (11:20 am Eastern):

1. The Ross-Caritas agreement should (will) not have any references to Wyckoff Heights Medical Center.
2. A finalized agreement between Ross and Caritas will be signed after the

abovementioned reference is deleted.

3. Prepayment amount (\$5M) will be wired by Ross to Caritas by the end of business day on 12/28/06.

4. There is an existing agreement between Ross and Wyckoff, originally signed in 1997, with subsequent addenda outlining remuneration for clerkship and other services, and extension of clinical training agreements for RUSM students at the site.

5. DeVry/Ross have expressed concerns about the current affiliation agreement (particularly on the clerkship rate) at Wyckoff which was renewed in July 2006 at \$312.50 per week. Further discussions on this issue presented:

a. The Ross-Wyckoff agreement is separate from the Ross-Caritas agreement, and does not hinge on the consummation of the latter.

b. The Ross-Wyckoff agreement does not outline a 'sunset' date, but offers up to 60 days prior notice on any cancellation or term changes, and such must be mutually agreed by both parties.

c. The clerkship rate at Wyckoff prior to July 1, 2006 was at \$275 per week for several years. Following such pattern or history, it was discussed that the current rate may not change until mutually agreed by both parties.

6. It was discussed that the existing Ross-Wyckoff agreement, which is relatively new, may not change, and can very well offer a clerkship rate co-extensive to the Ross-Caritas agreement if both parties agree (as stated in note #5).

Personally, I am certain that we can come to mutual terms on concerns and issues raised by both parties (Ross and Wyckoff) during the past several weeks of negotiations, including your proposal of the current Wyckoff rate to be co-extensive to the term of the Ross-Caritas agreement. Feel free to discuss the notes above and arrange a formal teleconference with key individuals from our institutions. This way, we are all on the same page.

Julius

Julius Romero
Brooklyn Queens Health Care, Inc.

Thank you for this, Julius. I would be happy to discuss the details of the i;?i;?âCŠi;?i;?âCconfirming letteri;?i;?âCŠi;?i;? we had previously agreed to during the Caritas negotiations.

I have copied Tom Shepherd and John St. James on this in order to determine whether they would like to be party to that conversation. Since I will be meeting with Tom and John next week, it may be more effective to schedule something during that visit.

Have a good evening,

Virginia

630-706-3308

From: JRomero [mailto:JRomero@BQHCNY.ORG]
Sent: Thursday, January 11, 2007 3:52 PM
To: Smith, Virginia A
Cc: Ore Mor
Subject: RE: Letter of confirmation - agreement between Ross University and Wyckoff
Importance: High

Hello Virginia,

Happy new year!

Now that things have slowed down a bit, we must indeed follow up on our past conversation regarding the current agreement with Wyckoff, and the newly-minted agreement with Caritas. Allow me to set up a conference call with you tomorrow to discuss and clarify the details of our conversation on December 28, 2006.

Please forward a communique allowing a convenient time for you to be called.

Thanks.

Julius

Cell (203) 252-1081

Julius Romero

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From: Smith, Virginia A [mailto:vsmith@devry.com]
Sent: Wed 1/10/2007 8:15 PM
To: JRomero
Subject: FW: Letter of confirmation - agreement between Ross University and Wyckoff

Just in case you did not receive the first transmittal ...

From: Smith, Virginia A.
Sent: Wednesday, January 10, 2007 7:08 PM
To: 'JUR9004@NYP.org'
Cc: ShepherdX, Tom; St. JamesX, John; Perri, Nancy
Subject: Letter of confirmation - agreement between Ross University and Wyckoff

Julius,

Happy New Year!

I wanted to wait until the dust had settled from our activity on the agreement between Ross and Caritas, before I checked on the status of the confirmation for the above-referenced agreement. As you may recall, we agreed that you would provide a written confirmation of your intention that the Wyckoff rate be \$312.50 per week and that the term be, at a minimum, co-extensive with the term of the rate for the Caritas.

To date, I have not received a draft of this confirmation for my review. If you would prefer that I prepare the confirmation, please let me know.

Regards,

Virginia A. Smith

Assistant General Counsel

Legal Department

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